to industry standards and its design and functionality is owned and controlled by BellSouth.

19. BellSouth contends that it provides a machine-to-machine interface called Common Gateway Interface to LENS ("CGI-LENS") for pre-ordering information access. BellSouth further claims that this interface can function effectively for CLECs to integrate pre-ordering and ordering functions within their own operations. Notwithstanding deficiencies that may exist with this particular interface, Sprint notes that CGI-LENS is an interface to the BellSouth proprietary interface LENS. It is not based on industry standards and accordingly will prove to be unacceptable to many multi-region or national CLECs.

20. The use of such a non-industry standard OSS interface would mean that the CLEC would have to use different interfaces for every other RBOC or independent telephone company market in which it chooses to provide service. Since every GUI-type system is unique, significant development, administration and training expenses would be incurred by every CLEC that chooses to operate in more than one ILEC market. Sprint believes that CLECs will be significantly disadvantaged in a competitive local market from both a time and cost perspective if forced to develop numerous proprietary system interfaces and to provide training and administrative support for multiple systems and processes.

21. BellSouth also claims that EC-Lite is a machine-to-machine interface available to access pre-ordering information. Sprint understands that BellSouth's EC-Lite interface was designed for use by AT&T and is not industry standard. Therefore,

its practical use is limited since most CLECs engaged in OSS development efforts are focusing on industry standard interfaces.

22. Systems based on national standards such as TAG should alleviate problems associated with proprietary systems and should afford new entrants with the opportunity to have nondiscriminatory access to OSS.

23. Based on the factors described above, Sprint believes that neither BellSouth's proprietary CGI-LENS interface nor the EC-Lite interface represents an acceptable alternative for CLEC pre-ordering information access. Moreover, although BellSouth contends that CLECs could develop and use CGI-LENS or EC-Lite for pre-ordering access and for integration with pre-ordering functions, it would make no sense for a national CLEC to construct system linkages to these BellSouth-specific pre-ordering interfaces solely for the purpose of obtaining short-term access to BellSouth pre-ordering information. This is especially true as the industry is close to adopting a national standard.

24. For ordering, EDI Version 7.0, an interface also based on industry standards, was announced by BellSouth as "commercially available" on March 16, 1998. An important part of a CLEC's ability to use an interface such as EDI Version 7.0 is the ability to have a thorough and accurate understanding of the "business rules" that exist within BellSouth's legacy systems. These business rules define the order parameters that must be met and the system edits that must be passed if an order is to process successfully from the CLEC through BellSouth's systems. Once business rules are incorporated into CLEC system designs, gaps in business rule

documentation which impact EDI order processing must be identified and corrected. In short, an interface's "availability" is not necessarily reflective of its ability to function effectively for CLECs. Testing and real world utilization is the only way to "de-bug" any OSS interface implementation enabling consistently satisfactory flow-through to BellSouth's systems.

25. Moreover, parity considerations can only be properly evaluated in the context of live, operational systems. It is unclear to Sprint, however, the extent to which CLECs are actually using or testing EDI Version 7.0 at this time. Sprint's own EDI Version 7.0 testing is scheduled to begin later this year.

26. Sprint's experience using BellSouth OSS for unbundled network element ("UNE") orders in Florida provides a current example of the cumbersome environment that exists to this day for electronic ordering with BellSouth.

27. Sprint's facilities-based CLEC operation in Florida is provisioning service to customers utilizing unbundled network elements obtained from BellSouth. Since Sprint has its own central office switch and a limited fiber optic backbone network, it must order numerous service types from BellSouth including local loops, local number portability, directory listings, interoffice trunks and local interconnection trunks.

28. Sprint currently utilizes the Exchange Access Control and Tracking ("EXACT") interface to electronically transmit local loop orders to BellSouth. In order to fully provision service to Sprint end-users, however, Sprint must also place separate service orders with BellSouth for local number portability (if the customer is

keeping his or her BellSouth number) and for the customer's directory listing. These are currently being processed via facsimile. Sprint currently requests and receives Customer Service Record ("CSR") information via LENS.

29. The current OSS environment for unbundled network elements with BellSouth presents many challenges to CLECs. Service establishment utilizing UNEs currently requires the use of a combination of interfaces which rely upon both manual and electronic interaction. Manual intervention increases service order cycle time and creates significant opportunity for errors. Such errors increase order processing costs and negatively impact a CLEC's ability to provide quality service to its customers.

30. BellSouth has stated that UNEs can be ordered via EDI. However, EDI does not represent a better alternative to Sprint for the transmittal of UNE orders. Even with the use of EDI for UNE orders, multiple OSS would still have to be used to accomplish service establishment. For example, if local loop orders were placed via EDI, pre-ordering information would still have to be accessed through LENS and interconnection trunking would have to be ordered via EXACT. These systems are not integrated and, as such, problems stemming from the lack of integration between pre-ordering and ordering functions would still exist. Moreover, the administrative and operational burdens incurred due to the use of multiple OSS interfaces would still exist.

31. LENS, according to BellSouth, can also be used to order unbundled network elements. LENS UNE ordering, however, does not represent an attractive

alternative for CLECs. UNE orders can be transmitted using LENS, but there are no ordering formats for UNE orders. The ordering information for UNEs ordered via LENS must be entered in the "Remarks" section and then re-keyed by BellSouth into the appropriate underlying system. This is the functional equivalent of sending the orders via facsimile and is inferior to the EXACT system currently being used to electronically transmit loop orders. BellSouth's Mr. Stacy confirms the manual nature of such interactions in paragraph 98 of his Affidavit where he states, "Unbundled loops, ports, and interim number portability can also be ordered via LENS, although, unlike with EDI, they will fall out for manual handling."

32. As previously stated, Sprint believes that the permanent interfaces under development which are based on industry standards should address the problems which exist today due to the lack of integration of pre-ordering and ordering functions. However, BellSouth must be able to demonstrate that its OSS interface implementations are providing nondiscriminatory access. This is the only true test of whether the nondiscriminatory access standard has been met.

BellSouth's Proposed Service Quality Measurements

33. Sprint does not believe that the performance measurement data that BellSouth has provided in support of its July 9, 1998 application for interLATA authority in Louisiana demonstrates that it is meeting its parity and nondiscrimination obligations. The performance measurements data submitted by BellSouth in Exhibit WNS-3 to Mr. Stacy's affidavit does not provide complete data for the

three months submitted, does not provide data on all critical measures and does not sufficiently geographically disaggregate data. In addition, BellSouth does not provide for the use of statistical models to evaluate parity and fails to provide benchmark standards to which measures with no retail analogs can be compared. Moreover, the data that is provided does not demonstrate that BellSouth is providing nondiscriminatory treatment for the measures reported.

34. BellSouth does not provide complete data for the three months provided. In Exhibit WNS-3 to Mr. Stacy's Affidavit, data is purportedly provided for the performance measurements described in its Service Quality Measurements ("SQM") document. However, there are several measures for which data is provided for some months and not others. For example, Invoice Timeliness data is provided for May but not for March or April. The same is true for Average Jeopardy Interval and Percent Jeopardies. Customer Trouble Report Rate shows data for March but not for April and May. For Average Speed to Answer (Operator Services/ Directory Assistance), data is provided for March and April but not May.

35. In addition, BellSouth's data is incomplete because there are service quality measures for which no data is provided. As examples, no data is provided for Average Completion Notice Interval and for the Collocation measures.

36. BellSouth's Service Quality Measurements proposal to disaggregate data at only the state or regional level is inadequate to evaluate BellSouth's ability to meet its nondiscrimination and parity obligations. BellSouth's SQM document attached to

Mr. Stacy's Affidavit as Exhibit WNS-1 shows that BellSouth's intention is to report measurement results at either the state or regional level. Sprint believes that statewide reporting is too broad (unless an ILEC serves only a small portion of a state) to accurately identify areas of potential discrimination in service and therefore supports reporting on the basis of a smaller geographic unit than an entire state. To illustrate, in instances where competition exists in only one city in a state, statewide reporting could mask the fact that in that city, the ILEC may be giving far better service to its own customers than to the CLECs, even though its service to the CLECs matches its statewide performance to its own customers.

37. At the other extreme, reporting on a wire center basis would be burdensome for the ILECs and could overwhelm CLECs with data that they simply do not need. The Sprint ILECs -- and Sprint believes other ILECs as well -- already keep data in geographic units smaller than statewide reporting units for their own internal business purposes and these units should suffice for ILEC reporting of performance in support of CLECs as well.

38. Although BellSouth supports only state-wide or region-wide reporting in its performance measurements proposal, at least one of the states where BellSouth operates -- Tennessee -- imposes more granular performance standards and reporting, and Sprint believes that BellSouth complies with the obligations of that state. Furthermore, based upon its own ILEC experience, Sprint's disaggregation of performance data below the state level is an important tool to understand how well it is doing in various regions within a state as well as to evaluate its personnel

and its allocation of resources within these smaller geographic units. Sprint would

expect every other well-run business to do likewise and strongly disagrees that

such disaggregation of reporting represents an unreasonable burden on BellSouth.

39. Sprint asserts that BellSouth should be required to report performance using the

same geographic units that it uses internally with respect to its own retail business

and that its assertions of parity cannot be properly assessed without reporting at

this level.

40. BellSouth's Service Quality Measurements plan also fails to provide for the use of

statistical techniques for determining whether there are statistically significant

differences between the ILEC's performance when provisioning service to its own

retail customers and its performance toward competing carriers. In addition to

tracking BellSouth's performance in support of CLECs and its performance in

support of its own retail operations, it is important to describe how such

comparisons will be made and how to determine whether discriminatory treatment

exists. BellSouth does not provide such a description.

41. Sprint believes that reporting averages of performance measurements alone may

not suffice in uncovering underlying differences in performance. Absent the use of

such statistical techniques, a definitive basis for determination of parity does not

exist and the Commission must apply an arbitrary judgment standard to the

assessment of BellSouth's performance results. BellSouth must describe and apply

a standard statistical test that measures both differences in means and variances

before this Commission can deem that BellSouth's performance measurement plan can be put to practical use in assessing nondiscrimination and parity.

42. BellSouth further fails to provide valid performance benchmarks or standards for evaluation of performance measures for which there is no retail analog. While BellSouth does provide "target intervals" for some measures, the methodology for the establishment of such intervals is unclear.

43. Sprint believes that a special study may be optionally utilized by the ILEC to establish the benchmark performance level (or standard) whenever a reasonable ILEC retail analog does not exist. When the ILEC performs a benchmarking study, it must be based upon equivalent experiences of that ILEC and conform to the following minimum requirements: (1) a benchmark result is provided for each reporting dimension described for the measurement; (2) the mean, standard error, and number of sample points are disclosed for each benchmark result; (3) the study process and benchmark results may be subjected to independent audit; (4) updates to the benchmark result will be submitted whenever changes may reasonably be expected to impact the study results and reviewed every six months for changes in the business climate which could significantly impact the benchmark. Unless directly ordered by the appropriate regulatory commission, no ILEC benchmark should be utilized without the mutual agreement of the CLECs impacted by the use of the benchmark.

44. Sprint asserts that BellSouth must demonstrate that it has conducted such performance studies for the measures lacking retail analogs and present to this

Commission why the resulting standards reflect reasonable intervals and/or

objectives and their ability to provide CLECs with a meaningful opportunity to

compete. Without such standards, the Commission is once again called upon to

make a "judgment call" regarding BellSouth's ability to meet its nondiscrimination

and parity obligations versus an empirical assessment based upon documented

facts.

45. Sprint further notes that the performance measurements data provided by

BellSouth, in numerous instances, demonstrates that BellSouth is not providing

parity with what it experiences for its own retail operations. In Louisiana, for

example, in March, 10.2% of CLEC residential resale (dispatch, <10 circuits)

Installation Appointments were Missed while only 6.2% of BellSouth's

comparable appointments were missed. In April, 17.34% of CLEC resale

residential services experienced Provisioning Troubles Within 30 Days of

Installation, while only 11.86% of BellSouth's comparable services had the same

experience. In May, 10.2% of resale residential POTS orders experienced

Installation Appointments Missed, while only 5.9% of BellSouth's comparable

installation appointments were missed. These are but a few of the many areas

where BellSouth's results do not demonstrate parity.

46. One area that has been a particular concern for the Commission and for CLECs is

the rate of electronic flow-through between CLEC and BellSouth systems. Sprint

first notes that the results presented do not suggest that parity is currently being

provided. For example, in May 1998, BellSouth reports CLEC flow-through to its

systems as 81.53%, whereas BellSouth achieved 82.51% flow-through for business orders and 96.4% flow-through for residential orders. For the period March 14-31, 1998, CLEC flow-through is reportedly 78.6% compared to BellSouth's own flow-through of 82.82% for business orders and 96% for residential orders. April results show CLEC flow-through of 76.4% compared to 82.48% and 96% for BellSouth business and residential orders respectively.

47. Sprint, however, is more significantly concerned with the measurement calculation methodology that BellSouth has used in calculating its OSS flow-through results. Specifically, it appears that BellSouth has eliminated from its calculations those orders with errors for which BellSouth believes the CLEC is accountable. This differs from BellSouth's representation in previous proceedings which reflected "raw flow-through," that is all orders being processed, and "adjusted flow-through," meaning total orders minus those with "CLEC errors."

48. While Sprint understands that BellSouth does not directly control CLEC order preparation, Sprint believes that it is inappropriate for BellSouth to disregard the "raw flow-through" results. CLECs are dependent upon BellSouth to provide the information necessary to correct order input errors. Suppression of raw flow-through results seems to exonerate BellSouth from its responsibilities in this regard. Moreover, Sprint believes that CLEC order errors may not be entirely due to human error, but instead, may be reflective of BellSouth legacy system edits which have not been properly documented or communicated to CLECs.

49. Sprint further contends that CLECs have significant incentives related to their own customer service objectives to process correct orders with BellSouth. The true flow-through, or as BellSouth has previously labeled, "raw flow-through" results should not be hidden. Raw flow-through results should be reported to the Commission such that the current reality of order processing results may be evaluated.

Sprint's Operational Experience in Florida

50. Sprint began operating as a CLEC in BellSouth territory in Orlando, Florida as Sprint Metropolitan Networks, Inc. ("SMNI"). In October, 1997, SMNI was merged into Sprint Communications Company, L.P. and currently operates as "Sprint." Sprint began operations in Orlando subsequent to passage of Florida's Telecommunications Reform Act in May, 1995, and has been providing local exchange services to business customers since July, 1996.

51. Sprint operates in Orlando as a facilities-based CLEC with its own central office switch. It has a fiber optic backbone network which connects fiber facilities deployed in several commercial business parks and provides for interconnection to the incumbent local exchange carriers ("ILECs") serving the Metropolitan Orlando area. Sprint markets a broad range of local exchange services to business customers and provisions those services through a combination of direct fiber connections to commercial facilities and services leased from BellSouth. Services leased from BellSouth include local loops, interim local number portability, interconnection trunking and interoffice trunking.

52. Sprint began ordering and provisioning unbundled loops from BellSouth in May, 1996, and activated its first business customer in July, 1996. Sprint has endured ongoing operational problems with respect to securing network elements form BellSouth since the inception of its operations in Orlando and continues to experience such problems today.

53. Sprint's experiences in Florida are relevant to the Commission's consideration of BellSouth's application for in-region, interLATA authorization in Louisiana because the processes and systems used by BellSouth in support of unbundled network elements are consistent across BellSouth's nine-state region. This means that the underlying process issues that have negatively impacted Sprint in Florida will also impact CLECs' ability to secure unbundled network elements from BellSouth in Louisiana. In fact, there is no reason whatsoever to believe that CLECs utilizing unbundled network elements from BellSouth in Louisiana would have any different, or better, experience than Sprint's experience in Florida.

54. As referenced earlier, Sprint has been procuring unbundled network elements from BellSouth for use in providing local exchange service to business customers since July, 1996. Sprint has previously provided comments to the Commission regarding the numerous challenges that Sprint has encountered in attempting to acquire these services from BellSouth. These challenges have included poor communications, ineffective processes, lack of performance and maintenance problems. While BellSouth has implemented process improvements related to a few of Sprint's previous concerns, numerous issues remain. The result continues

to be increased operational costs, loss of revenue, loss of customers and a damaged reputation as a local exchange service provider.

55. It is important to note that Sprint is not claiming to be error free and is not attempting in any way to hold BellSouth accountable for Sprint actions. That is why the processes and service incidents referenced in this affidavit are exclusively related to BellSouth performance accountabilities that are beyond Sprint's control.

56. BellSouth continues to fail to meet its commitment to return Firm Order Confirmations ("FOCs") to Sprint within 48 hours of receipt of a complete and accurate order. The result of this failure by BellSouth is that Sprint personnel must expend significant time repeatedly calling BellSouth to check on the status of FOCs. FOCs are a critical part of Sprint's ordering and provisioning process in that they provide the first confirmation from BellSouth as to whether BellSouth can meet the desired due date for service. When the FOC is not received in a timely fashion, Sprint's internal order process is delayed and the probability of meeting the desired due date is diminished. Moreover, BellSouth's failure to provide Sprint with FOCs in a timely manner makes it impossible for Sprint to confirm to its customers that their desired due dates can be met. This harms Sprint's reputation as a reliable service provider and impedes Sprint's ability to establish itself as a quality competitive local exchange service provider.

57. Despite a long series of correspondence on this issue between Sprint and BellSouth as documented in Sprint's comments dated November 21, 1997 regarding BellSouth's FCC application for in-region, interLATA authorization in

Louisiana and a complaint filed with the Florida Public Service Commission ("FPSC") based in part on failure to provide timely FOCs, BellSouth continues to fall short of its commitment.

58. In the nearly two years in which Sprint has issued unbundled network element orders to BellSouth, BellSouth has failed to meet its commitment to provide FOCs within 48 hours every month but one, May 1998. As shown in Exhibit MCL-1, in 1998, BellSouth's failure to return FOCs within 48 hours was 36% in January, 12% in February, 24% in March, 30% in April, 0% in May and 55% in June. Such erratic results suggest to Sprint that BellSouth's processes related to the return of FOCs are immature and incapable of producing consistently acceptable results. Inconsistent performance by BellSouth makes it extremely difficult for Sprint to make commitments to its customers that it feels confident that it can keep. The inability to make commitments based upon timely FOC returns damages Sprint's credibility as a quality service provider as well as its ability to provide service that is competitively comparable to BellSouth.

59. BellSouth continues to fail to provide timely notification of facilities issues which in numerous cases has prevented Sprint from meeting its due date commitments to customers. Such notification by BellSouth is frequently within a few days of the scheduled due date and typically requires postponement of the service installation. These incidents cause Sprint to appear inept and unresponsive to its customers. It further inconveniences Sprint customers since they must re-schedule work activities, and in some cases other vendors' schedules, around the revised service

installation dates. As shown in Exhibit MCL-2, in 1998, BellSouth facilities problems impacted 10% of Sprint orders in January, 4% in February, 17% in March, 5% in April, 5% in May and 30% in June. Moreover, BellSouth has provided no data to demonstrate what percentage of its own orders are impacted by facilities problems.

60.   These facilities problems, in combination with other order and provisioning problems attributable to BellSouth, have resulted in numerous instances in which Sprint has missed its customer desired due date commitments. As shown in Exhibit MCL-3, in 1998, 74% of Sprint's customer desired due date commitment misses were attributable to BellSouth reasons. These results illustrate the tremendous dependence that Sprint has on BellSouth's performance in order to provide a quality service order and installation experience for its customers.

61.   Sprint's experience indicates that many of the provisioning problems that lead to lengthy cutovers or missed due dates are discovered at the time of the cutover, thus preventing corrective action that would minimize cutover problems. This lack of preparation by BellSouth has resulted in numerous lengthy service cutovers. Since number portability is typically not established until the end of the service conversion, the out of service time for the customer is likewise extended for that period.

62.   Sprint's expectation is that unbundled loops, in particular, should be delivered in "service ready" condition, e.g., facilities identified and levels tested, as ordered by Sprint and available at the time of cutover. It is Sprint's belief that BellSouth does

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not test its facilities in advance of the cutover date and has refused to dispatch technicians to assist with the cutover until problems occur. As a result, Sprint's own technicians have assumed numerous "tag and test" functions for which Sprint believes BellSouth should be accountable. It is also Sprint's experience that the problems discovered at cutover time are frequently related to "spare" facilities that BellSouth has chosen to use to provision unbundled loops (versus use of existing facilities to provision service). It is unclear to Sprint the rationale for BellSouth's facilities choice, but Sprint believes that the use of spare facilities would more frequently result in problems at the time of cutover as opposed to the re-use of the facilities used for provision of BellSouth service. Sprint's assertions are intended to highlight the continued immaturity of BellSouth's unbundled network element provisioning processes and to illustrate the cumbersome provisioning processes that exist to this day and their continued impact on CLEC customers.

63. BellSouth call routing problems have also interrupted service to Sprint customers on numerous occasions. These problems occur when calls are unable to be completed to Sprint customers due to incorrect call routing instructions, or translations, within BellSouth's systems.

64. As a current example, on June 1, 1998, Sprint customers began calling in trouble reports indicating that callers were unable to reach them and instead, were receiving a network intercept recording indicating that their calls could not be completed as dialed. Trouble tickets were issued to BellSouth, and BellSouth determined that a call route that handled overflow from the primary call route was

incorrectly programmed. While BellSouth corrected the problem, Sprint customers were impacted for 2-3 hours, as shown in BellSouth's response to this problem, Exhibit MCL-4.

65. While Sprint does not know exactly what has caused these call routing problems, Sprint believes that BellSouth's failure to advise Sprint of changes within its call routing network and associated failure to test such changes with Sprint and its customers may contribute to such service interruptions. This lack of CLEC notification and testing provides yet another example of BellSouth process deficiencies which impact the quality of service experienced by Sprint's end users.

66. BellSouth has failed to provide proper notifications when Sprint customers have migrated to another CLEC or have had their service returned to BellSouth. Without proper notification, Sprint is unable to terminate billing to its customer on the appropriate date. This causes customer dissatisfaction and increased costs for Sprint due to the manual follow-up required once the service disconnection has been discovered. In one instance, a Sprint customer was taken out of service during migration from Sprint to another CLEC due to lack of coordination with Sprint.

67. BellSouth's Jan Funderburg describes the notification process that is to be followed by BellSouth in paragraphs 140-143 of her affidavit. Notwithstanding Sprint's global concerns regarding BellSouth's policy in this area, which have been expressed to BellSouth at length, Ms. Funderburg states, "...a letter to the disconnected CLEC is generated and is mailed a day after the order is completed."

Since the inception of BellSouth's "loss alert" notification process, Sprint has not received a single notification within the time frame BellSouth describes.

68. On February 18, 1998, BellSouth took a Sprint customer (PON #N007440, #N007440A) out of service in the process of converting service from Sprint's facilities-based provisioning arrangement to that of another CLEC using a resale provisioning configuration. The customer called Sprint to report that he was unable to receive calls and after issuing a trouble ticket to BellSouth, Sprint learned that BellSouth had disconnected his number portability in order to transfer service to another CLEC. Apparently, BellSouth failed to realize that the BellSouth circuits it had used to serve this customer when he was served by BellSouth were no longer connected since Sprint was serving the customers over its own switch and BellSouth's local loops. During trouble resolution, BellSouth advised Sprint that Sprint would need to place new service orders to restore this customer's service, which Sprint did in order to get the customer's service re-established. BellSouth later refused to waive service order charges assessed to Sprint for the service re-establishment. Sprint received a "loss alert" notification for this customer on April 27, 1998, several weeks after escalating to the BellSouth account team supporting Sprint that a notice had not been received.

69. In February, 1998, a customer (PON #N002400) moved his offices and re-established service at his new location with BellSouth. On March 2, 1998, BellSouth disconnected Sprint's unbundled local loops that had been used to serve

this customer in order to serve a new customer moving into that location. No loss alert notification was ever received.

70. On March 19, 1998, a Sprint customer (PON #N000100) called Sprint to advise that they had returned their service to BellSouth. No loss alert notification was ever received.

71. Sprint asserts that BellSouth's failure to provide loss alert notifications in accordance with its policy reflected in Ms. Funderburg's affidavit exemplifies the continued process deficiencies which have impacted CLECs attempting to provide service using unbundled network elements.

72. In general, Sprint continues to find the unbundled network element process to be cumbersome, costly and frustrating. In far too many cases, escalation to the BellSouth account team is needed to address service provisioning situations, further adding time and cost to an already expensive process.

73. In one provisioning situation (PON# orlbustel.2tl), the service conversion process scheduled for June 16, 1998 ground to a halt when BellSouth's technician refused to continue because Sprint had put the wrong Sprint contact number for testing on the order. This technician was familiar with Sprint and knew the correct number to call, but would only agree to call the number listed on Sprint's order -- a phone number at Sprint's switch location that did not have cutover testing responsibility. After being verbally provided the correct number again the following day, the BellSouth technician informed Sprint that a supplemental order with the correct testing contact number would need to be sent to BellSouth and a new due date

requested. Accepting the fact that Sprint listed the wrong contact number but not wanting to further aggravate the customer, Sprint escalated the problem to a manager in the BellSouth technician's department, then to the BellSouth account team and ultimately to a BellSouth vice president before the situation was resolved. This process took an entire day and involved many individuals from both companies before this simple problem could be resolved and the customer's service installed.

74. On another Sprint conversion scheduled for March 27, 1998 (PON# fiserv2.dso), BellSouth discovered a facilities problem on one of three T1s on the day of the cutover. BellSouth told Sprint that it would need to issue a new order on the two "good" T1s in order for BellSouth to turn them up on the desired due date, and if Sprint still wanted the third, a separate order with a new cutover date would be needed. BellSouth further stated that "this was the procedure" that must be followed and that Sprint would incur additional charges for the new order. Sprint expressed concern regarding the additional order administration and cost requested by BellSouth and advised the installation personnel that Sprint would escalate. While Sprint was on the phone escalating its concerns to the BellSouth account team, the BellSouth personnel involved in the conversion called back to say that the T1 in question had been fixed and testing could begin. Although Sprint was later advised that "supplemental order" charges could have been waived in this situation, it is probable that either Sprint's order would not have been completed as planned or its supplemental service order charges not waived had Sprint not

escalated the situation. This scenario is particularly illustrative of the ongoing struggles Sprint experiences in trying to complete service installations with BellSouth. It is a cumbersome and often frustrating work environment in which the lack of definition or understanding of process by BellSouth regularly increases Sprint's costs and impacts the timeliness of customer installations.

75. BellSouth also recently informed Sprint that it would require that the physical location of Sprint's collocations with BellSouth be entered on Sprint service requests including the floor number. Sprint questioned this requirement since BellSouth has complete information about Sprint's collocations with BellSouth and asked BellSouth to provide an explanation for this new requirement. BellSouth has not subsequently requested this information on Sprint orders.

76. Based upon Sprint's current experiences with the BellSouth provisioning processes and the extensive need for hands-on involvement by Sprint in each order processed, Sprint believes that BellSouth's unbundled network element provisioning processes continue to be immature and/or incomplete and are not capable of providing consistently acceptable performance. Moreover, Sprint believes that these processes would experience severe strain with increased order volumes resulting in further deterioration of provisioning performance.

77. Sprint has had similar experiences which reflect concerns regarding BellSouth maintenance issues. In numerous incidents, BellSouth's failure to respond properly and/or follow through have resulted in extended out of service conditions for Sprint's customers.

78. As an example, a construction company called Sprint on June 26, 1998, because they had cut a cable near the premise of a Sprint customer served by a BellSouth unbundled loop. The construction company had called BellSouth regarding the cut, but BellSouth told them that they had to contact Sprint to report the cable cut. Because BellSouth failed to respond properly to this cable cut report, the customer called a contractor to repair the cable and restore service and subsequently billed Sprint for the work. Sprint has credited its customer for the cost of the repair work and is still negotiating with BellSouth for reimbursement of these charges.

79. In another incident, a Sprint customer (PON #pulau4dso.cr) called Sprint's repair center July 7, 1998 stating that he was not receiving calls. Sprint dispatched a technician to the customer's site, finding multiple lines dead at the customer's demarcation point. Since only part of the customer's lines were out of service, Sprint call-forwarded the non-working lines to working numbers so the customer would not be without service and issued a trouble ticket to BellSouth. That evening, a BellSouth technician discovered that the bridging clips for this customer on the BellSouth side had been removed. Although Sprint had no messages to this effect, the technician claimed he was unable to reach Sprint to find out why the BellSouth bridging clips had been removed, so he left the clips removed and the service disconnected. Sprint's follow-up the next day resulted in another BellSouth dispatch and restoration of service. Two other Sprint customers (PON # d.future.cc and PON #N006062) also reported out of service conditions during

this time frame. Sprint has requested a written response from BellSouth regarding the root cause of these service outages and is currently awaiting BellSouth's reply.

80. Another customer whose order for service with Sprint has been delayed several times, due in part to facilities issues (PON #fair6bl.cr), called Sprint July 10, 1998, for assistance when several of his BellSouth lines were out of service. It seems that the customer had called BellSouth to report the trouble and BellSouth told him that they could not assist him because he was a Sprint customer. Investigation by Sprint confirmed that he was still a BellSouth customer. Sprint escalated the situation to the BellSouth account team and the customer's service was restored. On July 15, 1998, a BellSouth technician doing work at this customer's premise told the customer that Sprint had started his service migration early and had taken them out of service. In actuality, Sprint learned that BellSouth had run central offices jumpers for the previously rescheduled cutover and had failed to remove the bridging clips, causing the customer to go out of service.

81. Sprint's wholesale bill also continues to problematic. In nearly two years of doing business as a CLEC in Florida, Sprint has not yet received correct billing from BellSouth for any month. Bills are audited each month and adjustments are requested. While BellSouth has been cooperative to work with Sprint to correct billing problems, it has been frustrating to continue to experience problems with billing issues which have supposedly been "resolved." Such problems increase Sprint's costs and divert resources which could otherwise be applied to more customer-focused efforts.

82. The billing problems Sprint continues to experience include misapplication of service order charges, short interval or escalation charges and interoffice mileage charges. Although the magnitude of billing issues has decreased, the number of issues found during monthly audits continues to warrant Sprint's allocation of resources to perform audits and continued follow-up to guarantee applicable credits are received expeditiously.

83. At this time, Sprint is waiting on credits for billing disputes found during the audit of the February through June bills. Sprint contacted BellSouth recently to receive status on these billing disputes. BellSouth's representative stated that Sprint would not receive any credits for the outstanding disputes until August because BellSouth did not have the personnel resources to work the disputes prior to that time. This is, according to BellSouth, due to high workload (representatives have been pulled to work conversions, etc.), vacation and training of personnel.

Conclusion

84. BellSouth's current OSS do not meet the nondiscriminatory access standard and they do not provide CLECs with a meaningful opportunity to compete. Final functional specifications for BellSouth's proposed industry standard machine-to-machine interface for pre-ordering information, TAG, are not scheduled for release until mid-September. CLECs will be unable to move forward with pre-ordering interface development and pre-ordering and ordering integration efforts until final functional requirements are provided. Although BellSouth reports that CGI-LENS and EC-Lite are available to provide this functionality, they are non-industry